

commerce or who are employed in an enterprise engaged in commerce or in the production of goods for commerce within the meaning of the Act or who are engaged in domestic service in a household within the meaning of sections 6(f) and 15(a)(2) of the Act, wages at a rate less than \$5.15 per hour (or at a rate less than such other applicable minimum rate as may hereinafter be established by amendment to the Act).

(b) Defendant shall not fail to make, keep and preserve records of his employees and of the wages, hours and other conditions and practices of employment maintained by him as prescribed by the regulations issued, and from time to time amended, pursuant to section 11(c) of the Act and found in 29 CFR Part 516.

(c) Defendant shall not request, solicit, suggest, or coerce, directly, or indirectly, any employee to return or to offer to return to the defendant or to someone else for the defendant, any money in the form of cash, check, or any other form, for wages previously due or to become due in the future to said employee under the provisions of this judgment or the Act; nor shall defendant accept, or receive from any employee, either directly or indirectly, any money in the form of cash, check, or any other form, for wages heretofore or hereafter paid to said employee under the provisions of this judgment or the Act; nor shall defendant discharge or in any other manner discriminate, nor solicit or encourage anyone else to discriminate, against any such employee because such employee has received or retained money due to him from the defendant under the provisions of this judgment or the Act.

II

FURTHER, JUDGMENT IS HEREBY ENTERED, pursuant to Section 16(c) of the Act, in favor of the plaintiff and against the defendant as follows:

(a) Defendant shall pay to the plaintiff the sum of \$13,410.60 which represents the unpaid minimum wage hereby found to be due, for the period from January 12, 2004 to September 11, 2004, to the former employee named in Exhibit A, attached hereto and made a part hereof, in the amounts set forth therein.

(b) Defendant shall further pay to plaintiff as liquidated damages the additional sum of \$13,410.60 hereby found to be due, for the period from January 12, 2004 to September 11, 2004, to the former employee named in Exhibit A, attached hereto and made a part hereof, in the amounts set forth therein.

III

The provisions of Paragraphs II(a) & II(b) of this agreed judgment shall be deemed satisfied when the plaintiff receives a certified check in the gross amount of \$26,821.20, which constitutes both the amount of back wages and liquidated damages due, made payable to the "United States Department of Labor, Employment Standards Administration, Wage-Hour Division." This amount shall be paid according to the agreement entered into and approved in the matter of United States v. Fermin Pedro Ramos-Ramos a/k/a Pedro Ramos and Laurie Ramos, Criminal No. 1:07-CR-0008 in the United States District Court, Western District of Michigan. The certified check in the gross amount of \$26,821.20 shall be sent to the Office of the Solicitor, United States Department of Labor, 230 S. Dearborn Street, 8th Floor, Chicago, IL 60604.

IV

Plaintiff will distribute the amounts referred to in Paragraphs II(a) & II(b) hereof, or the proceeds thereof, to the person named in Exhibit A attached hereto, less applicable deductions, or to their estates, if that be necessary. Any amounts of unpaid minimum wage or liquidated damages not

so paid within a period of three (3) years from the date of receipt thereof shall, pursuant to section 16(c) of the Act, be covered into the Treasury of the United States as miscellaneous receipts.

FURTHER, it is agreed by the parties herein and hereby **ORDERED** that each party bear its/his own fees and other expenses incurred by such party in connection with any stage of this civil proceeding to date, including, but not limited to, any and all costs referenced under the Equal Access to Justice Act.

All of which is **ORDERED** this 26th day of July, 2007.

/s/ Hugh W. Brenneman, Jr.
Hugh W. Brenneman, Jr.
U.S. Magistrate Judge

The undersigned represents he has read and understands the terms and conditions of this Agreed Judgment. He also represents he is the individual named below and consents to the entry of this Agreed Judgment without contest.

Dated: 7/20/07

PEDRO RAMOS RAMOS an Individual,
Defendant


PEDRO RAMOS RAMOS

10612 Baker Road
Greenville, MI 48838-9450

APPROVED AS TO FORM:


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EXHIBIT A

BACK WAGE AND LIQUIDATED DAMAGE PAYMENTS
FOR
SECRETARY OF LABOR v. PEDRO RAMOS RAMOS, an Individual

<u>EMPLOYEE NAME</u>	<u>GROSS WAGE AMOUNT</u>	<u>LIQUIDATED DAMAGES</u>
Yolanda Chavez	\$13,410.60	\$13,410.60